

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2026

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-40747



**authID Inc.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

46-2069547

(I.R.S. Employer  
Identification No.)

1580 North Logan Street, Suite 660, Unit 51767,  
Denver, CO 80203

(Address of principal executive offices) (zip code)

516-274-8700

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock par value \$0.0001 per share	AUID	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date.

Class	Outstanding at May 7, 2026
Common Stock, par value \$0.0001	16,132,487 shares

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## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This report includes forward-looking statements that relate to future events or our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Words such as, but not limited to, “believe,” “expect,” “anticipate,” “estimate,” “intend,” “plan,” “targets,” “likely,” “aim,” “will,” “would,” “could,” and similar expressions or phrases identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and future events and financial trends that we believe may affect our financial condition, results of operation, business strategy and financial needs.

You should read thoroughly this report and the documents that we refer to herein with the understanding that our actual future results may be materially different from and/or worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements including those made in this report, in Part I. Item 1A. Risk Factors also appear in our Annual Report on Form 10-K for the year ended December 31, 2025 and our other filings with the Securities and Exchange Commission. Some examples of risk factors which may affect our business are as follows:

- our lack of significant revenues, positive cash flow and history of losses,
- market acceptance of our products and competition;
- our ability to attract and retain customers for existing and new products;
- our ability to effectively maintain and update our technology and product and service portfolio;
- our reliance on third party software and developers;
- breaches of network or IT security and presentation attacks;
- our ability to hire and retain key personnel and additional talent;
- our ability to raise capital under acceptable terms;
- our ability to maintain listing of our common stock on the Nasdaq Capital Market;
- our ability to adequately protect our intellectual property, or the loss of some of our intellectual property rights through costly litigation or administrative proceedings;
- our ability to operate in non-US markets;
- the impact of the wars in Ukraine and the Middle East;
- stock price and market volatility and the risk of securities litigation;
- legislation and government regulation; and
- general economic conditions, inflation and access to capital.

Other sections of this report include additional factors which could adversely impact our business and financial performance. New risk factors emerge from time to time and it is not possible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Except for our ongoing obligations to disclose material information under the Federal securities laws, we undertake no obligation to release publicly any revisions to any forward-looking statements, to report events or to report the occurrence of unanticipated events. These forward-looking statements speak only as of the date of this report, and you should not rely on these statements without also considering the risks and uncertainties associated with these statements and our business.

## OTHER PERTINENT INFORMATION

Unless specifically set forth to the contrary, when used in this report the terms “authID” the “Company,” “we,” “our,” “us,” and similar terms refer to authID Inc., a Delaware corporation and its subsidiaries.

The information which appears on our website [www.authID.ai](http://www.authID.ai) is not part of this report.

PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

authID INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

	March 31, 2026 (unaudited)	December 31, 2025
ASSETS		
Current Assets:		
Cash	\$ 1,191,282	\$ 4,608,073
Accounts receivable	338,695	238,800
Contract assets	-	9,362
Deferred contract costs	166,841	199,380
Other current assets	426,595	595,692
Total current assets	<u>2,123,413</u>	<u>5,651,307</u>
Intangible assets, net	135,695	147,391
Goodwill	4,183,232	4,183,232
Total assets	<u>\$ 6,442,340</u>	<u>\$ 9,981,930</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable and accrued expenses	\$ 851,904	\$ 876,168
Commission liability	5,390	4,934
Deferred revenue	384,755	477,058
Total current liabilities	<u>1,242,049</u>	<u>1,358,160</u>
Total liabilities	<u>\$ 1,242,049</u>	<u>\$ 1,358,160</u>
Commitments and Contingencies (Note 7)		
Stockholders' Equity:		
Common stock, \$0.0001 par value, 150,000,000 shares authorized as of March 31, 2026 and December 31, 2025 respectively; 16,132,487 shares issued and outstanding as of March 31, 2026 and December 31, 2025	1,613	1,613
Additional paid-in capital	201,393,571	200,353,514
Accumulated deficit	(196,204,945)	(191,741,409)
Accumulated comprehensive income	10,052	10,052
Total stockholders' equity	<u>5,200,291</u>	<u>8,623,770</u>
Total liabilities and stockholders' equity	<u>\$ 6,442,340</u>	<u>\$ 9,981,930</u>

See notes to condensed consolidated financial statements.

**authID INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited)

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2026</b>	<b>2025</b>
Revenues	\$ 480,151	\$ 296,256
Operating expenses:		
General and administrative	2,835,908	2,645,700
Research and development	2,113,187	1,998,663
Amortization	11,696	30,192
Total operating expenses	<u>4,960,791</u>	<u>4,674,555</u>
Loss from operations	<u>(4,480,640)</u>	<u>(4,378,299)</u>
Other income (Expense):		
Interest income	19,532	51,544
Interest expense, net	(2,428)	(12,712)
Other income, net	<u>17,104</u>	<u>38,832</u>
Loss from operations before income taxes	(4,463,536)	(4,339,467)
Income tax expense	-	-
Loss from operations	<u>(4,463,536)</u>	<u>(4,339,467)</u>
Net loss	<u>\$ (4,463,536)</u>	<u>\$ (4,339,467)</u>
Net Loss Per Share - Basic and Diluted	<u>\$ (0.28)</u>	<u>\$ (0.40)</u>
Weighted Average Shares Outstanding - Basic and Diluted:	<u>16,132,487</u>	<u>10,920,909</u>

See notes to condensed consolidated financial statements.

authID INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS  
(Unaudited)

	Three Months Ended	
	March 31,	
	2026	2025
Net Loss	\$ (4,463,536)	\$ (4,339,467)
Foreign currency translation gain/(loss)	-	(208)
Comprehensive loss	\$ (4,463,536)	\$ (4,339,675)

See notes to condensed consolidated financial statements.

**authID INC. AND SUBSIDIARIES**

**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY  
(Unaudited)**

	<b>Common Stock</b>		<b>Additional Paid-In Capital</b>	<b>Accumulated Deficit</b>	<b>Other Comprehensive Income</b>	<b>Total</b>
	<b>Shares</b>	<b>Amount</b>				
Balances, December 31, 2024	10,920,909	\$ 1,092	\$ 185,312,508	\$ (173,808,529)	\$ 10,118	\$ 11,515,189
Stock-based compensation	-	-	454,339	-	-	454,339
Net loss	-	-	-	(4,339,467)	-	(4,339,467)
Foreign currency translation	-	-	-	-	(208)	(208)
Balances, March 31, 2025	<u>10,920,909</u>	<u>\$ 1,092</u>	<u>\$ 185,766,847</u>	<u>\$ (178,147,996)</u>	<u>\$ 9,910</u>	<u>\$ 7,629,853</u>
Balances, December 31, 2025	16,132,487	\$ 1,613	\$ 200,353,514	\$ (191,741,409)	\$ 10,052	\$ 8,623,770
Stock-based compensation	-	-	840,807	-	-	840,807
Restricted stock award	-	-	199,250	-	-	199,250
Net Loss	-	-	-	(4,463,536)	-	(4,463,536)
Foreign currency translation	-	-	-	-	-	-
Balances, March 31, 2026	<u>16,132,487</u>	<u>\$ 1,613</u>	<u>\$ 201,393,571</u>	<u>\$ (196,204,945)</u>	<u>\$ 10,052</u>	<u>\$ 5,200,291</u>

See notes to condensed consolidated financial statements.

**authID INC. AND SUBSIDIARIES**

**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2026</b>	<b>2025</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (4,463,536)	\$ (4,339,467)
Adjustments to reconcile net loss with cash flows from operations:		
Stock-based compensation	1,040,057	454,339
Amortization expense	11,696	34,308
Changes in operating assets and liabilities:		
Accounts receivable	(99,895)	(930,667)
Contract assets	9,362	(60,692)
Deferred contract cost	32,539	22,559
Other current assets	169,097	(163,283)
Accounts payable and accrued expenses	(24,264)	(903,476)
Commission liability	456	(268,138)
Deferred revenue	(92,303)	796,211
Net cash flows from operating activities	<u>(3,416,791)</u>	<u>(5,358,306)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of intangible assets	-	(1,700)
Net cash flows from investing activities	<u>-</u>	<u>(1,700)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Repayment of convertible notes	-	(245,000)
Net cash flows from financing activities	<u>-</u>	<u>(245,000)</u>
Effect of foreign currencies	<u>-</u>	<u>(208)</u>
Net Change in Cash	(3,416,791)	(5,605,214)
Cash, Beginning of the Period	4,608,073	8,471,561
Cash, End of the Period	<u>\$ 1,191,282</u>	<u>\$ 2,866,347</u>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash paid for interest	<u>\$ -</u>	<u>\$ 13,137</u>

See notes to condensed consolidated financial statements.

## authID INC. AND SUBSIDIARIES

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

#### NOTE 1 – BASIS OF PRESENTATION

In the opinion of Management, the accompanying condensed consolidated financial statements are prepared in accordance with instructions for Form 10-Q and, include all adjustments (consisting only of normal recurring accruals) which we considered as necessary for a fair presentation of the results for the periods presented. Certain information and footnote disclosures normally included in the consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”) have been condensed or omitted. It is suggested that these condensed consolidated financial statements be read in conjunction with the Company’s Annual Report on Form 10-K for the year ended December 31, 2025. The results of operations for the three months ended March 31, 2026 are not necessarily indicative of the results to be expected for future periods or the full year.

The consolidated financial statements include the accounts of authID Inc. and its wholly-owned subsidiaries ID Solutions, Inc., Innovation in Motion Inc., FIN Holdings Inc., authID Enterprises Limited (formerly Ipsidy Enterprises Limited), and authID Gaming Inc. (collectively the “Company”). All significant intercompany balances and transactions have been eliminated in consolidation.

#### *Going Concern*

These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (“US GAAP”) assuming the Company will continue on a going concern basis, which implies the Company will continue to meet its obligations and continue its operations for the next year following the issuance date of these consolidated financial statements. As of March 31, 2026, the Company had an accumulated deficit of approximately \$196.2 million. For the three months ended March 31, 2026, the Company earned revenue of approximately \$0.5 million, used \$3.4 million to fund its operations, and incurred a net loss from operations of approximately \$4.5 million.

The continuation of the Company as a going concern is dependent upon financial support from the Company’s stockholders, the ability of the Company to obtain additional debt or equity financing to continue operations, the Company’s ability to generate sufficient cash flows from operations, successfully locating and negotiating with other business entities for potential acquisition and acquiring new clients to generate revenues and cash flows. In April 2026, the Company raised a total of approximately \$3.6 million after expenses from accredited investors through the sale of approximately \$4.2 million Senior Secured Debentures pursuant to a private placement. Going forward, the Company plans to raise additional funds as needed to support its operations and investments as it seeks to create a sustainable organization. Our growth-oriented business plan to offer products to our customers will require continued capital investment and there is no guarantee that such financing will be available, or available on acceptable terms.

There is no assurance that the Company will ever be profitable. These consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern. As there can be no assurance that the Company will be able to achieve positive cash flows (become cash flow positive) and raise sufficient capital to maintain operations, there is substantial doubt about the Company’s ability to continue as a going concern for a period of twelve months from the date these consolidated financial statements were issued.

### ***Net Loss per Common Share***

The Company computes net loss per share in accordance with FASB ASC 260, “Earnings per Share”. ASC 260 requires presentation of both basic and diluted earnings per share (“EPS”) on the face of the statement of operations. Basic EPS is computed by dividing net loss available to common shareholders by the weighted average number of common shares outstanding during the period. Diluted EPS gives effect to all dilutive potential common shares outstanding during the period including stock options, using the treasury stock method, and convertible notes and stock warrants, using the if-converted method. In computing diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options, warrants and conversion of convertible notes. Diluted EPS excludes all potential dilutive common shares if their effect is anti-dilutive. The following potentially dilutive securities were excluded from the calculation of diluted loss per share for the three months ended March 31, 2026 and 2025 because their effect was antidilutive:

<b>Security</b>	<b>2026</b>	<b>2025</b>
Warrants	1,139,778	697,446
Stock options	2,352,932	2,135,985
	<u>3,492,710</u>	<u>2,833,431</u>

### ***Revenue Recognition***

Revenues are defined as gross revenues, less discounts and sales concessions.

**Software License** – The Company recognizes revenue based on the identified performance obligations over the performance period for fixed consideration and / or variable fees generated. Variable fees are typically earned over time based on monthly users, transaction volumes or a monthly flat fee rate. We allocate the selling price in a contract which has multiple performance obligations based on the contract selling price that we believe represents a fair market price for the service rendered based on estimated standalone selling price. Transaction fees are billed monthly and are constrained to transactions incurred within the month.

For contracts with minimum annual fees, the Company generally recognizes the amount of revenue ratably over the contract year and records contract assets for the amount in excess of monthly contract billings relating to variable contract consideration. For certain contracts, the Company enters into an agreement which stipulates a minimum annual fee which is generally due at the end of the contract year, in excess of the amount of monthly billings. The Company may also require milestone payments of the minimum annual fee. The amount of any billed fees in excess of revenue recognized is recorded as deferred revenue. The Company accounts for price concessions as reductions to the transaction price under ASC 606. Price concessions represent implied or estimated future reductions in consideration that the Company expects to grant, based on known facts and circumstances, including customer usage patterns and strategic considerations. These concessions are treated as variable consideration and are included in the transaction price only to the extent that it is probable that a significant reversal of cumulative revenue will not occur when the uncertainty is resolved. The Company did not grant any concessions during the three months ended March 31, 2026 and 2025, respectively.

Any usage-based fees in excess of the minimum contract amount are charged to the customer and allocated to the annual period in which they are earned under the contract. At the beginning of each annual period in the contract, the Company estimates the variable amounts for the annual period subject to the constrained variable consideration (usage-based fees) and recognizes that amount on a time-elapsed basis over the annual period. At each reporting date within an annual period, the Company reassesses its estimate of the excess variable amounts for the annual period and updates the amount recognized on a time-elapsed basis over the remainder of the annual period.

The Company had deferred revenue contract liabilities of approximately \$385,000 and \$477,000 as of March 31, 2026 and December 31, 2025 respectively for certain revenue that will be earned in future periods.

### ***Remaining Performance Obligations***

As of March 31, 2026, the Company’s Remaining Performance Obligation (RPO) was \$2.0 million, of which \$0.38 million is recorded as deferred revenue and \$1.62 million is related to other non-cancellable contracted amounts. The Company expects approximately 71% of the RPO to be recognized as revenue over the twelve months ending March 31, 2027, based on contractual commitments and expected usage patterns. However, the amount and timing of revenue recognition are generally dependent upon customers’ future consumption, which is inherently variable at customers’ discretion. Furthermore, the Company does not have sufficient historical information to estimate the timing of recognition of revenue due to its current operations and has approximated such amount based on discussions with the contracted parties.

### ***Accounts Receivable***

All customers are granted credit on a short-term basis. Accounts receivable, net is stated net of the allowance for credit losses.

The Company maintains an allowance for estimated credit losses. This allowance is based upon historical loss patterns, the number of days that billings are past due, and evaluation of the potential risk of loss associated with delinquent accounts, current market conditions and reasonable and supportable forecasts of future billable product usage compared with contracted minimums. The Company records the allowance against bad debt expense through the condensed consolidated statement of operations, included in general and administrative expense, up to the amount of revenue recognized to date. Any incremental allowance is recorded as an offset to unearned revenue on the condensed consolidated balance sheet. Receivables are written off and charged against recorded allowance when the Company has exhausted collection efforts without success.

The Company evaluates its accounts receivable and contract assets balances using the Current Expected Credit Loss (“CECL”) model in accordance with ASC 326. The Company routinely reviews its accounts receivables and contract assets and uses a risk-based probability-weighted approach to record provisions. However, those provisions are estimates and actual results could differ from those estimates, and those differences may be material.

The Company had no allowance for credit losses as of March 31, 2026 and 2025 respectively. Credit loss write-offs during the three months ended March 31, 2026 and 2025 were \$0 and \$149,720 respectively.

### ***Concentration of Risks***

The Company’s financial instruments that potentially expose the Company to a concentration of credit risk consist of cash and accounts receivable.

The Company’s cash is deposited at financial institutions and cash balances held in United States (“US”) bank accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000. Cash balances are generally in excess of the amounts insured by FDIC. At March 31, 2026, the Company had approximately \$1.2 million in funds in the United States which are approximately \$0.9 million in excess of the insured amounts by the FDIC. For the Company’s foreign subsidiaries, no amounts are insured.

The Company’s revenue is also exposed to concentration risk:

For the three months ended March 31, 2026, three customers represented 81% of gross revenue.

For the three months ended March 31, 2025, three customers represented 68% of gross revenue.

As of March 31, 2026, three customers accounted for 76% of the Company’s gross accounts receivable.

As of December 31, 2025, two customers accounted for 72% of the Company’s accounts receivable.

As of March 31, 2026, two customers accounted for 77% of the Company’s Remaining Performance Obligation.

As of December 31, 2025, two customers accounted for 84% of the Company’s Remaining Performance Obligation.

### Deferred Contract Costs

We defer the portion of sales commission that is considered a cost of obtaining a new contract with a customer and amortize these deferred costs over the period of benefit. We expense the remaining sales commissions as incurred. The following table summarizes deferred contract cost activity for the period ended March 31, 2026:

	<b>Deferred Contract Costs</b>
Carrying Value at December 31, 2025	\$ 199,380
Additions	3,053
Reductions	-
Amortization	(35,592)
Carrying Value at March 31, 2026	<u>\$ 166,841</u>

### NOTE 2 – OTHER CURRENT ASSETS

Other current assets consisted of the following at March 31, 2026 and December 31, 2025:

	<b>March 31, 2026</b>	<b>December 31, 2025</b>
Prepaid third-party and related party services	\$ 335,661	\$ 246,964
Prepaid insurance	65,934	164,836
Commissions advances	-	183,892
Deferred offering costs	25,000	-
	<u>\$ 426,595</u>	<u>\$ 595,692</u>

### NOTE 3 – INTANGIBLE ASSETS, NET (OTHER THAN GOODWILL)

The Company's intangible assets primarily consist of acquired and developed software that is being amortized over their estimated useful lives as indicated below. The following is a summary of activity related to intangible assets for the three months ended March 31, 2026:

	<b>Acquired and Developed Software</b>	<b>Patents</b>	<b>Total</b>
Useful Lives	5 Years	10 Years	
Carrying Value at December 31, 2025	\$ 50,147	\$ 97,244	\$ 147,391
Additions	-	-	-
Amortization	(7,101)	(4,595)	(11,696)
Carrying Value at March 31, 2026	<u>\$ 43,046</u>	<u>\$ 92,649</u>	<u>\$ 135,695</u>

The following is a summary of intangible assets as of March 31, 2026:

	<b>Acquired and Developed Software</b>	<b>Patents</b>	<b>Total</b>
Cost	\$ 1,803,273	\$ 183,899	\$ 1,987,172
Accumulated amortization	(1,760,227)	(91,250)	(1,851,477)
Carrying Value at March 31, 2026	<u>\$ 43,046</u>	<u>\$ 92,649</u>	<u>\$ 135,695</u>

Amortization expense totaled approximately \$12,000 and \$30,000 for the three months ended March 31, 2026, and 2025, respectively.

Future expected amortization of intangible assets is as follows:

2026 (Remainder of the Year)	\$ 32,331
2027	37,242
2028	24,057
2029	18,389
2030	15,169
Thereafter	8,507
	<u>\$ 135,695</u>

There were no impairment indicators noted with respect to Company's long-lived assets, including intangible assets, as of March 31, 2026.

#### **NOTE 4 – ACCOUNTS PAYABLE AND ACCRUED EXPENSES**

Accounts payable and accrued expenses consisted of the following as of March 31, 2026 and December 31, 2025:

	<b>March 31, 2026</b>	<b>December 31, 2025</b>
Trade payables	\$ 418,558	\$ 346,709
Accrued payroll and related obligations	284,242	284,242
Other accrued expenses	149,104	245,217
	<u>\$ 851,904</u>	<u>\$ 876,168</u>

## NOTE 5 – RELATED PARTY TRANSACTIONS

### *Commercial Agreements*

On June 6, 2023, the Company entered into a services agreement with The Pipeline Group, Inc. (“TPG”). Ken Jisser, a director of the Company, is the founder and CEO of TPG, a technology-enabled services company that aims to deliver business results for companies looking to build a predictable and profitable pipeline. The agreement provides that TPG will assist in providing outsourced sales including business development resources for outbound calling, provide support for automated dialing technology, classify customer data and other sales related services for an initial term of one year. On October 25, 2023, on December 19, 2023 and on August 26, 2024, the Company entered into amendments to the above services agreement, pursuant to which TPG will provide certain additional services to the Company. In consideration of the services, the Company paid TPG \$70,000 per month. On September 26, 2025 and April 13, 2026, the Company signed another amendment with TPG to reduce the monthly fees to \$42,000 and \$13,500, respectively. The September amendment is effective October 1, 2025 and the April amendment is effective June 7, 2026.

Total expense incurred under contract during the three months ended March 31, 2026 was approximately \$126,000. Total expense incurred under contract during the three months ended March 31, 2025 was approximately \$210,000.

On September 30, 2025, the Company entered into a services agreement with TPG. The agreement provides that the Company will provide biometric authentication services to TPG for an initial term of two years, with an annual license fee of \$2,500 and monthly minimum fees ramping to \$1,000 per month.

### *Employment Agreement*

Since June 2023, the Company has employed Dale Daguro, the brother of our CEO, Rhon Daguro as a VP Sales. Dale Daguro’s employment is at will and may be terminated at any time, with or without cause. Dale’s compensation is commensurate with other executives employed by the Company at a similar level of seniority and experience. During the three months ended March 31, 2026, Dale Daguro earned approximately \$55,000 in base salary and sales commission.

## NOTE 6 – STOCKHOLDERS’ EQUITY

### *Common Stock*

There was no common stock issued during the three months ended March 31, 2026 and 2025.

### *Warrants*

The following is a summary of the Company’s warrant activity for the three months ended March 31, 2026:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life
Outstanding, December 31, 2025	1,139,778	\$ 4.36	4.0 Years
Granted	-	-	-
Exercised/Cancelled	-	-	-
Outstanding, March 31, 2026	1,139,778	\$ 4.36	3.8 Years

### Restricted Stock Awards

On April 16, 2025, the Company granted 200,000 restricted stock awards (RSAs) at par value to non-employee advisors under advisory agreements. The awards were issued on the grant date and vest in four equal tranches of 50,000 shares each: (i) immediately upon execution of the advisory agreements on March 30, 2025, (ii) six months later, (iii) twelve months later, and (iv) eighteen months later. The Company has the option to repurchase all or a portion of unvested shares in the event that the advisors voluntarily cease to serve as an advisor of the Company. The fair value per share on the grant date was \$7.97, resulting in a total grant-date fair value of \$1,594,000. As of September 30, 2025, \$797,000 of fair value was recognized as expense, with \$797,000 of unrecognized compensation expense to be recognized through October 2026.

The following is a summary of the Company's RSA activity for the three months ended March 31, 2026:

	Number of Restricted Stock Awards	Weighted Average Grant Date Fair Value Price
Outstanding, December 31, 2025	100,000	\$ 7.97
Granted	-	\$ -
Vested	50,000	\$ 7.97
Outstanding, March 31, 2026	<u>50,000</u>	<u>\$ 7.97</u>

### Stock Options

Activity related to stock options for the three months ended March 31, 2026 is summarized as follows:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Contractual Life (Yrs.)	Aggregate Intrinsic Value
Outstanding, December 31, 2025	2,391,683	\$ 18.75	7.6	\$ -
Granted	-	-	-	-
Exercised	-	-	-	-
Forfeited/cancelled	(38,751)	26.56	8.6	-
Outstanding, March 31, 2026	<u>2,352,932</u>	<u>11.42</u>	<u>7.3</u>	<u>-</u>
Exercisable, March 31, 2026	<u>1,794,754</u>	<u>10.67</u>	<u>7.0</u>	<u>-</u>

The following table summarizes stock option information as of March 31, 2026:

Exercise Price	Outstanding	Contractual Life (Yrs.)	Exercisable
\$2.64 – \$5.00	777,736	8.4	577,771
\$5.01 – \$10.00	1,159,742	8.1	884,912
\$10.01 – \$15.00	42,578	0.6	42,578
\$15.01 – \$20.00	43,749	1.4	43,750
\$20.01 – \$121.28	330,127	3.7	245,742
	<u>2,352,932</u>	<u>7.3</u>	<u>1,794,754</u>

During the three months ended March 31, 2026, the Company recognized approximately \$0.8 million of stock option-based compensation expense. As of March 31, 2026, there was approximately \$2.0 million of unrecognized compensation costs related to employee stock options outstanding which will be recognized in 2026 through 2028.

## **NOTE 7 – COMMITMENTS AND CONTINGENCIES**

### *Legal Matters*

From time to time the Company is a party to various legal or administrative proceedings arising in the ordinary course of our business. Litigation can be expensive and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict, and the Company's view of these matters may change in the future as the litigation and events related thereto unfold. The Company expenses legal fees as incurred. The Company records a provision for contingent losses when it is probable that a liability has been incurred, and the amount of the loss can be reasonably estimated. No such provision has been recorded as of March 31, 2026 and 2025.

On January 29, 2026, the Company was served with a Summons and Complaint in the matter of Perez v. Intellicheck, Inc. and authID Inc., filed in the U.S. District Court for the Northern District of Illinois. The Complaint alleges that one of the Company's partners (Intellicheck, Inc., a reseller of the Company's services) and the Company collected, stored and used biometric information from the Plaintiff and similarly situated individuals in Illinois in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"). BIPA provides for statutory damages of \$1,000 per negligent violation or \$5,000 per intentional or reckless violation, and the Plaintiff seeks class action certification, damages, attorneys' fees, and other relief. The Company is not able to fully assess the probability and outcome of the matter at this time due to the need to conduct further investigation. However, the Company believes the case is without merit and it does not currently believe that a material loss is probable or reasonably estimable. As such, the Company has not recognized a liability related to this matter and intends to vigorously defend the matter.

### *Executive Compensation*

As of March 31, 2026, the Company had employment agreements with members of the management team providing base salary amounts and provisions for stock compensation, cash bonuses and other benefits to be granted at the discretion of the Board of Directors. Additionally, certain employment agreements include provisions for base salary, bonus amounts upon meeting certain performance milestones, severance benefits for involuntary termination from a change in control or other events as defined in their respective agreements. Additionally, the vesting of certain awards could be accelerated upon a change in control (as defined) or by action of the Board of Directors.

## **NOTE 8 – SEGMENT INFORMATION**

Operating segments are defined as components of an enterprise for which separate financial information is available and which is evaluated regularly by the chief operating decision maker ("CODM") in deciding how to allocate resources and in assessing performance. The Company's chief operating decision maker ("CODM") is the Chief Executive Officer. The CODM is the highest level of management responsible for assessing the Company's overall performance, and making operational decisions such as resource allocations related to operations, product prioritization and delegations of authority. The CODM has determined that the Company operates in a single operating and reportable segment and manages segment profit (loss) based upon consolidated net income (loss). The measure of segment assets is reported on the consolidated balance sheet as total consolidated assets.

## **NOTE 9 – SUBSEQUENT EVENTS**

On April 13, 2026, the Company signed an amendment with TPG to reduce the monthly fees from \$42,000 to \$13,500. The amendment is effective June 7, 2026.

Commencing April 29, 2026, the Company entered into Securities Purchase Agreements with accredited investors ("Investors") in a private placement, pursuant to which the Company sold approximately \$4.2 million of Senior Secured Debentures ("Debentures") as well as 4,165,000 warrants to existing and new Investors, for net proceeds of approximately \$3.6 million, after placement agent fees and offering expenses. The Debentures are secured by the assets of the Company and mature October 29, 2026. The Company issued 587,782 shares of common stock to the Investors in lieu of fees and interest under the Debentures.

## ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The discussion and analysis of our financial condition and results of operations are based on our financial statements, which we have prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenues and expenses during the reporting periods. On an ongoing basis, we evaluate estimates and judgments, including those described in greater detail below. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

As used in this “Management’s Discussion and Analysis of Financial Condition and Results of Operation,” except where the context otherwise requires, the term “we,” “us,” “our,” “authID” or “the Company,” refers to the business of authID Inc. and its subsidiaries.

### Overview

authID ensures enterprises “Know Who’s Behind the Device”™ for every customer or employee login and transaction, through its easy-to-integrate, patented, biometric identity platform. authID powers biometric identity proofing, biometric authentication, and account recovery with a fast, accurate, user-friendly experience. With our PrivacyKey™ solution, authID provides a highly accurate biometric authentication, while storing no biometric data. authID stops fraud at onboarding, blocks deepfakes, prevents account takeover, and eliminates password risks and costs, through the faster, frictionless, and most accurate user identity experience demanded by today’s digital ecosystem.

### Our Platform

Our cloud-based platform was developed with internally developed software as well as acquired and licensed technology and provides the following core services:

- Biometric Identity Verification – Proof™
- Biometric Identity Authentication – Verified™
- PrivacyKey™ Privacy Preserving Biometrics
- Account / Access Recovery
- Identity Exchange (IDX) Platform
- authID Mandate Agentic AI Security

#### *Biometric Identity Verification - Proof*

Biometric identity verification establishes the trusted identity of a user based on a variety of ground truth sources, including government-issued identity documents such as national IDs, driver’s licenses and passports or electronic machine-readable travel documents (or eMRTDs). Our Verified™ platform detects presentation attack and spoofing threats, evaluates the authenticity of security features present on a government-issued identity document, and biometrically matches the reference picture of the document with a live user’s selfie (a photograph that the user has taken of themselves). Usually occurring at account opening or onboarding, identity verification ensures that the enterprise knows that the person interacting with the enterprise is who they say they are, in real time. authID’s Proof™ identity verification product eliminates the need for costly and less accurate face-to-face, in-person ID checks and instead provides a verified identity in seconds. Additionally, authID’s PrivacyKey™ technology enables customers to perform biometric verification through the use of Public/Private Keys that is performed without storing any biometric data, which ensures individual data privacy. In a digital, online world of increasing fraud and security threats, Proof speeds up onboarding and offers our customers confidence in the identities of consumers, employees or third-party vendors.

### *Biometric Identity Authentication - Verified*

Biometric identity authentication provides any organization with a secure, convenient solution to validate that an individual is the verified account owner for various purposes including passwordless login and performing specific transactions, or functions. The authID Verified product allows users to confirm their identity with their facial biometric by simply taking a selfie on a mobile phone or device of their choosing (as opposed to dedicated hardware). The solution includes a patented audit trail created for each transaction, containing the digitally signed transaction details, with proof of identity authentication and consent. Verified allows users to recover, via a facial biometric, account access that is lost or blocked due to expired credentials, lockouts, lost or stolen devices, or compromised accounts. Because the account owner's root of trust is established in the cloud, recovery is independent of any device or hardware. In this way, account recovery is instant, portable, and does not require the presence of or access to a previously provisioned device in order to secure access from a different device.

### *PrivacyKey Privacy Preserving Biometrics*

authID's PrivacyKey solution provides biometric authentication without the requirement to store any biometric or derivative of biometric data. The technology transforms biometric verification into Public/Private Key cryptography whereby the facial image of the person is converted into an elliptical public/private key pair where only the public key is stored and the private key only exists during authentication and is deleted immediately after. The solution is compliant to the ISO30136 Privacy Biometric standard and provides a False Match Rate accuracy of 1:1 Billion at a False Rejection Rate of 0.3%, as confirmed by independent tests conducted by The Commonwealth Scientific and Industrial Research Organization ("CSIRO").

### *Identity Exchange (IDX<sup>TM</sup>) Platform*

authID's Identity Exchange (IDX) is a next-generation platform purpose-built to allow authorized personnel to create or claim a central credential that can be leveraged across multiple subsidiaries of a large enterprise, simplifying and securing the management of workforce identities. IDX modernizes identity management with biometric-bound, passwordless, interoperable and reusable credentials that stop phishing attacks, ensuring only verified users can access sensitive systems and data. IDX is the first enterprise platform built on the Accountable Digital Identity Association (ADI Association) specification, ensuring it is aligned with global interoperability and data sovereignty standards as well as privacy regulations.

### *authID Mandate- Agentic AI Security Framework*

authID Mandate is a framework for biometrically binding human sponsors to the AI agents they launched, ensuring that agentic activity is governed by the user's own scope, while also providing an immutable audit trail of that sponsorship. This provides a level of governance far beyond machine IDs or vulnerable tokens that are otherwise the basis for most agentic deployment of auditability.

### **Key Customer Benefits**

Our solution allows our enterprise customers to:

- *Verify and Authenticate users.* Customers can use the authID platform not only to verify the identity of new users, but also to authenticate those users seamlessly on an ongoing basis to enable quick, secure logins and transaction authentications.
- *Benefit from high-speed processing.* Our solution returns a very low-latency response, key to enabling high-volume use cases (such as logins and high-value transactions) and providing a frictionless user experience.

- *Precisely and accurately identify their consumers and employees, giving the enterprise complete confidence in who is accessing their digital assets*
- *Provide a seamless user experience in terms of speed and self-guided flow, so that even users who are not tech-savvy are easily able to complete the identity verification and authentication processes*
- *Support a wide variety of devices.* Our cloud-based service is device agnostic and may be used to verify or authenticate users on any device with a camera, including shared devices, digital kiosks, etc.
- *Integrate quickly and easily.* We offer pre-integrated OIDC connections as well as integrations with several leading Identity and Access Management solutions.
- *Offer broad identity document coverage.* We can verify identities using a wide spectrum of government-issued documents from around the world.
- *Perform secure biometric verification & authentication without the need to store biometric data.* Our PrivacyKey technology removes the need to store any biometric data in order to perform verification or authentication transactions. PrivacyKey verification and authentication is seamlessly delivered thru either a web or mobile applications with a response time of less than 700ms.

## **Key Trends**

We believe that our financial results will be impacted by several market trends in the identity verification and authentication markets, as well as expanding digital transformation efforts across a wide range of market segments. These trends include:

- growing concerns over identity theft, fraud and account takeover, resulting from the acceleration of digital transformation, for example online shopping and remote working and the growth in AI assisted fraud;
- the growth in the sharing economy; and
- the increase in electronic payments and alternative money transfer solutions provided by both bank and non-bank entities. The key drivers for these alternative payment methods are consumer demands for safe, convenient payment transactions, with less friction.

Our results are also impacted by the changes in levels of spending on identity verification, management and security methods, and thus, negative trends in the global economy and other factors which negatively impact such spending may negatively impact the growth in our revenue from those products. The global economy has been undergoing a period of political and economic uncertainty and stock markets are experiencing high levels of volatility, and it is difficult to predict how long this uncertainty and volatility will continue.

We plan to grow our business by increasing the use of our services by our existing customers, by adding new customers through our direct salesforce, channel partners and by expanding into new markets and innovation. If we are successful in these efforts, we would expect our revenue to continue to grow.

The Company was incorporated in the State of Delaware on September 21, 2011, and changed our name from Ipsidy Inc. to authID Inc. on July 18, 2022. Our corporate headquarters is located at 1580 North Logan Street, Suite 660, Unit 51767, Denver, CO 80203 and our main phone number is (516) 274-8700. Our website address is [www.authid.ai](http://www.authid.ai). The information contained on, or that can be accessed through, our website is not incorporated by reference into this Form 10-Q and you should not consider information on our website to be part of this Form 10-Q.

## Going Concern

These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (“US GAAP”) assuming the Company will continue on a going concern basis, which implies the Company will continue to meet its obligations and continue its operations for the next year following the issuance date of these consolidated financial statements. As of March 31, 2026, the Company had an accumulated deficit of approximately \$196.2 million. For the three months ended March 31, 2026, the Company earned revenue of approximately \$0.5 million, used \$3.4 million to fund its operations, and incurred a net loss from operations of approximately \$4.5 million.

The continuation of the Company as a going concern is dependent upon financial support from the Company’s stockholders, the ability of the Company to obtain additional debt or equity financing to continue operations, the Company’s ability to generate sufficient cash flows from operations, successfully locating and negotiating with other business entities for potential acquisition and acquiring new clients to generate revenues and cash flows. In April 2026, the Company raised a total of approximately \$3.6 million after expenses from accredited investors through the sale of approximately \$4.2 million Senior Secured Debentures pursuant to a private placement. Going forward, the Company plans to raise additional funds as needed to support its operations and investments as it seeks to create a sustainable organization. Our growth-oriented business plan to offer products to our customers will require continued capital investment and there is no guarantee that such financing will be available, or available on acceptable terms.

There is no assurance that the Company will ever be profitable. These consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern. As there can be no assurance that the Company will be able to achieve positive cash flows (become cash flow positive) and raise sufficient capital to maintain operations, there is substantial doubt about the Company’s ability to continue as a going concern for a period of twelve months from the date these consolidated financial statements were issued.

## Adjusted EBITDA

This discussion includes information about Adjusted EBITDA that is not prepared in accordance with GAAP. Adjusted EBITDA is not based on any standardized methodology prescribed by GAAP and is not necessarily comparable to similar measures presented by other companies. A reconciliation of this non-GAAP measure is included below. Adjusted EBITDA is a non-GAAP financial measure that represents GAAP net loss from continuing operations adjusted to exclude (1) interest expense, (2) interest income, (3) amortization, (4) stock-based compensation expense and certain other items management believes affect the comparability of operating results.

Management believes that Adjusted EBITDA, when viewed with our results under GAAP and the accompanying reconciliations, provides useful information about our period-over-period results. Adjusted EBITDA is presented because management believes it provides additional information with respect to the performance of our fundamental business activities and is also frequently used by securities analysts, investors and other interested parties in the evaluation of comparable companies. We also rely on Adjusted EBITDA as a primary measure to review and assess the operating performance of our company and our management, and it will be a focus as we invest in and grow the business.

Adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation from, or as a substitute for, analysis of our results as reported under GAAP. Some of these limitations are:

- Adjusted EBITDA does not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;

- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and Adjusted EBITDA does not reflect any cash requirements for such replacements;
- Adjusted EBITDA does not include the impact of certain charges or gains resulting from matters we consider not to be indicative of our ongoing operations.

Because of these limitations, Adjusted EBITDA should not be considered as a measure of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying primarily on our GAAP results and using Adjusted EBITDA only as a supplement to our GAAP results.

**Reconciliation of Loss from Continuing Operations to Adjusted EBITDA Continuing Operations:**

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
Loss from continuing operations	\$ (4,463,536)	\$ (4,339,467)
Addback:		
Interest expense, net	2,428	12,712
Interest income	(19,532)	(51,544)
Amortization	11,698	30,192
Stock compensation	1,040,058	454,339
Adjusted EBITDA continuing operations (Non-GAAP)	<u>(3,428,884)</u>	<u>(3,893,768)</u>

**Three Months Ended March 31, 2026 and March 31, 2025**

**Revenues, net**

During the three months ended March 31, 2026, the Company's revenues, net of concessions and allowances were approximately \$480,000, compared to approximately \$296,000 in the three months ended March 31, 2025, principally due to the recognition of revenue from new customer contracts.

**General and administrative expenses**

During the three months ended March 31, 2026 compared to the three months ended March 31, 2025, general and administrative expenses increased by approximately \$0.2 million. The increase for the three-month period was driven by an increase of approximately \$0.4 million in stock-based compensation for employees and advisors, partially offset by employee and vendor expense reductions.

**Research and development expenses**

During the three months ended March 31, 2026 compared to the three months ended March 31, 2025, research and development expenses increased by approximately \$0.1 million. The increase for the three-month period was driven by an increase of approximately \$0.2 million in stock-based compensation for employees and advisors, partially offset by employee and vendor expense reductions.

**Amortization expense**

During the three months ended March 31, 2026 compared to March 31, 2025, amortization expense decreased by approximately \$18,000 as the Company's assets become fully amortized.

**Interest expense, net**

Interest expense includes interest expense, debt issuance and discount amortization expense. During the three months ended March 31, 2026 compared to March 31, 2025, interest expense decreased by approximately \$10,000 due to repayment of debt.

**Interest income**

Interest income comprises bank interest earned on the Company's cash balances. Interest income decreased during the three months ended March 31, 2026 compared to March 31, 2025 by approximately \$32,000.

**Liquidity and Capital Resources**

The Company has approximately \$1.2 million cash on hand and approximately \$0.9 million working capital as of March 31, 2026.

Cash used in operating activities was approximately \$3.4 million and \$5.4 million in the three months ended March 31, 2026 and 2025, respectively.

Cash used in investing activities for the three months ended March 31, 2026 and March 31, 2025 was \$0, and \$1,700 respectively due to payment of patent costs and purchases of intangible assets in 2025.

Cash used in financing activities for the three months ended March 31, 2026 and March 31, 2025 was approximately \$0 and \$0.2 million respectively, due to the repayment of a convertible note in 2025.

The Company will need to raise additional funds to support its operations and investments as it seeks to create a sustainable organization. Our growth-oriented business plan to offer products to our customers will require continued capital investment and there is no guarantee that such financing will be available, or available on acceptable terms.

There is no guarantee that our current business plan will not change, and as a result of such change, we will need additional capital to implement such business plan. Further, assuming we achieve our expected growth plan, of which there is no guarantee, we will need additional capital to implement growth beyond our current business plan.

**Macro-Economic Conditions**

The global economy has been undergoing a period of political and economic uncertainty and stock markets are experiencing high levels of volatility, and it is difficult to predict how long this uncertainty and volatility will continue. The frequent and sudden changes in international trade negotiations and tariffs, continuing wars in Ukraine and the Middle East, inflationary pressures, and rising energy prices have impacted the United States and other major economies and have created uncertainty in the markets. As a result, many businesses, especially in the technology sector, have made significant reductions in expenditure, including reductions in force and investment freezes. Our sales and results are also impacted by the changes in levels of spending on identity verification, management and security methods, and thus, negative trends in the global economy and other factors which negatively impact such spending may negatively impact the growth of our revenue from those products.

**Off-Balance Sheet Arrangements**

The Company has no off-balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is deemed by our management to be material to investors.

**Recent Accounting Policies**

The recent material accounting policies that may be the most critical to understanding of the financial results and conditions are discussed in Note 1 of the financial statements.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

As a smaller reporting company, we are not required to include disclosure under this item.

**ITEM 4. CONTROLS AND PROCEDURES.****Evaluation of Disclosure Controls and Procedures**

As of the end of the period covered by this Quarterly Report on Form 10-Q, our Chief Executive Officer and Chief Financial Officer performed an evaluation of the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15 and 15d-15(e) of the Exchange Act. Based on the evaluation, the Chief Executive Officer and Chief Financial Officer concluded that, as of March 31, 2026, the Company's disclosure controls and procedures are effective to ensure that the information required to be disclosed by the Company in the report that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms.

**Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting (as that term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the three months ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II

### ITEM 1. LEGAL PROCEEDINGS

From time to time the Company is a party to various legal or administrative proceedings arising in the ordinary course of our business. Litigation can be expensive and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict, and the Company's view of these matters may change in the future as the litigation and events related thereto unfold. The Company expenses legal fees as incurred. The Company records a provision for contingent losses when it is probable that a liability has been incurred, and the amount of the loss can be reasonably estimated. No such provision has been recorded as of March 31, 2026 and 2025.

On January 29, 2026, the Company was served with a Summons and Complaint in the matter of Perez v. Intellicheck, Inc. and authID Inc., filed in the U.S. District Court for the Northern District of Illinois. The Complaint alleges that one of the Company's partners (Intellicheck, Inc., a reseller of the Company's services) and the Company collected, stored and used biometric information from the Plaintiff and similarly situated individuals in Illinois in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"). BIPA provides for statutory damages of \$1,000 per negligent violation or \$5,000 per intentional or reckless violation, and the Plaintiff seeks class action certification, damages, attorneys' fees, and other relief. The Company is not able to fully assess the probability and outcome of the matter at this time due to the need to conduct further investigation. However, the Company believes the case is without merit and it does not currently believe that a material loss is probable or reasonably estimable. As such, the Company has not recognized a liability related to this matter and intends to vigorously defend the matter.

### ITEM 1A. RISK FACTORS

Risk factors describing the major risks to our business can be found under Item 1A, "Risk Factors", in our Annual Report on Form 10-K for the year ended December 31, 2025. There has been no material change in our risk factors from those previously discussed in the Annual Report on Form 10-K.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

On April 29, 2026, the Company closed a private placement (the "April 2026 Offering") pursuant to a Securities Purchase Agreement dated April 29, 2026 (the "April 2026 Purchase Agreement") with certain accredited investors (the "April 2026 Investors"). The Company issued and sold an aggregate of \$4,165,000 principal amount of its Senior Secured Debentures (the "April 2026 Debentures") together with accompanying Stock Purchase Warrants (the "April 2026 Warrants").

The April 2026 Offering was conducted on a best-efforts basis with Madison Global Partners, LLC acting as the non-exclusive placement agent.

#### *Material Terms of the Debentures*

The April 2026 Debentures are senior secured obligations of the Company, maturing six months from issuance (October 2026). The Debentures do not bear interest. The obligations under the Debentures are secured by a first-priority security interest in substantially all of the Company's assets pursuant to a Security Agreement dated as of April 29, 2026, subject only to customary permitted liens.

The April 2026 Debentures contain customary events of default, including failure to pay principal at maturity, bankruptcy events, and material breaches of the Transaction Documents. Upon an event of default, the principal amount becomes immediately due and payable at the Holder's election.

### *Material Terms of the Warrants*

The Company issued April 2026 Warrants to purchase a number of shares of the Company's common stock equal to 100% of the principal amount invested by each investor, at an exercise price of \$1.50 per share. The April 2026 Warrants have a five-year term from issuance, are exercisable beginning six months after issuance, and include a cashless exercise provision. The April 2026 Warrants are subject to standard anti-dilution adjustments and contain a beneficial ownership limitation of 4.99% or 9.99% (or 19.99 % in the case of one Director) as elected by each individual April 2026 Investor.

### *Fee Shares*

In addition to the April 2026 Debentures and April 2026 Warrants, the Company issued to the April 2026 Investors "Fee Shares" equal to 15% of the principal amount invested by each investor divided by \$1.00 (or the Nasdaq Consolidated Closing Bid Price if the April 2026 Investor is a director of the Company).

### *Registration Rights*

The Company entered into a Registration Rights Agreement with the April 2026 Investors pursuant to which the Company agreed to register for resale the shares of common stock issuable upon exercise of the Warrants and the Fee Shares (the "Registrable Securities") within ten days of the 60 day anniversary of the closing date in the event the Company does not consummate a subsequent financing before then. The Company has also granted the April 2026 Investors standard piggyback registration rights.

### *Most Favored Nation and Conversion/Exchange Feature*

The April 2026 Debentures contain a most-favored-nation provision with respect to subsequent financings and provide for automatic conversion/exchange into securities issued in a subsequent financing on substantially similar economic terms (subordinate in right of payment and priority to the security issued to the lead investor in the subsequent financing).

### *Nasdaq 19.99% Limitation*

The aggregate shares of common stock issuable pursuant to the April 2026 Debentures (upon conversion/exchange) and the Fee Shares, together with the Warrant Shares (if applicable), shall not exceed 19.99% of the Company's outstanding common stock immediately prior to the date of the April 2026 Purchase Agreement without stockholder approval, in accordance with Nasdaq Listing Rule 5635.

The securities offered and sold in the April 2026 Offering were issued and sold in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, and Rule 506(b) of Regulation D promulgated thereunder. The April 2026 Investors represented that they are accredited investors within the meaning of Rule 501(a) of Regulation D.

## **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

## **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable to our operations.

## **ITEM 5. OTHER INFORMATION**

During the three months ended March 31, 2026, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

**ITEM 6. EXHIBITS**

<b>Exhibit Number</b>	<b>Description</b>
3.1 (1)	<a href="#">Amended &amp; Restated Certificate of Incorporation</a>
3.2 (6)	<a href="#">Amended &amp; Restated Bylaws as of July 18, 2022</a>
3.3 (2)	<a href="#">Certificate of Amendment dated June 14, 2021</a>
3.4 (6)	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation as of July 18, 2022</a>
3.5 (7)	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation as of September 20, 2022</a>
3.6 (13)	<a href="#">Certificate of Amendment to the Amended and Restated Certificate of Incorporation dated June 26, 2023</a>
3.7 (22)	<a href="#">Certificate of Amendment to the Certificate of Incorporation</a>
4.1 (2)	<a href="#">Form of Stock Option</a>
4.2 (27)	<a href="#">Description of the Registrant's Securities</a>
10.1 (2)	<a href="#">Form of Director Agreement</a>
10.2 (2)	<a href="#">Form of Indemnification Agreement</a>
10.3 (3)	<a href="#">2017 Incentive Stock Plan</a>
10.4 (2)	<a href="#">Executive Retention Agreement entered between the Company and Thomas L. Thimot dated June 14, 2021</a>
10.5 (2)	<a href="#">Executive Retention Agreement entered between the Company and Cecil N. Smith III dated June 14, 2021</a>
10.6 (4)	<a href="#">AuthID Inc. 2021 Equity Incentive Plan</a>
10.7 (5)	<a href="#">Letter Agreement between Annie Pham and AuthID Inc. dated April 25, 2022</a>
10.8 (8)	<a href="#">Amended and Restated Faculty Agreement between the Company and Stephen J. Garchik dated March 8, 2023.</a>
10.9 (8)	<a href="#">Promissory Note between the Company and Stephen J. Garchik dated March 9, 2023.</a>
10.10 (8)	<a href="#">Guaranty Agreement by FIN Holdings Inc., Innovation in Motion, Inc. and ID Solutions, Inc. in favor of Stephen J. Garchik dated March 9, 2023.</a>
10.11 (8)	<a href="#">Release Agreement between the Company and Stephen J. Garchik dated March 9, 2023.</a>
10.12 (9)	<a href="#">Letter Agreement between Rhoniel Daguro and AuthID Inc. dated March 23, 2023</a>
10.13 (9)	<a href="#">Executive Retention Agreement between Rhoniel Daguro and AuthID Inc. dated March 23, 2023</a>
10.14 (9)	<a href="#">Confidential Separation Agreement and General Release between Thomas Thimot and authID Inc. Dated March 23, 2023</a>
10.15 (10)	<a href="#">Letter Agreement between Thomas Szoke and AuthID Inc. dated April 12, 2023</a>
10.16 (10)	<a href="#">Executive Retention Agreement between Thomas Szoke and AuthID Inc. dated April 12, 2023</a>
10.17 (11)	<a href="#">Executive Retention Agreement between Annie Pham and AuthID Inc. dated May 11, 2023</a>
10.18 (12)**	<a href="#">Form of Securities Purchase Agreement dated as of May 23, 2023 between the Company and accredited investors</a>
10.19 (12)	<a href="#">Engagement Agreement dated as of April 20, 2023 between the Company and Madison Global Partners LLC</a>
10.20 (12)	<a href="#">Stock Purchase Warrant dated May 26, 2023 issued to Madison Global Partners LLC</a>
10.21 (12)**	<a href="#">Form of Exchange Agreement dated as of May 23, 2023 between the Company and certain Holders</a>
10.22 (14)	<a href="#">Letter Agreement between Edward Sellitto and authID Inc. dated July 31, 2023</a>
10.23 (15)	<a href="#">Agreement dated October 25, 2023 between The Pipeline Group, Inc. and authID Inc.</a>
10.24 (17)	<a href="#">Form of Securities Purchase Agreement dated as of November 20, 2023 between the Company and accredited investor</a>
10.25 (17)	<a href="#">Engagement Agreement dated as of November 2, 2023 between the Company and Madison Global Partners, LLC</a>
10.26 (17)	<a href="#">Stock Purchase Warrant dated November 22, 2023 issued to Madison Global Partners, LLC</a>

10.27 (18)**	<a href="#">Agreement dated December 19, 2023 between The Pipeline Group, Inc and authID Inc.</a>
10.28 (19)	<a href="#">Letter Agreement between Kunal Mehta and authID Inc.</a>
10.29 (21)**	<a href="#">Form of Securities Purchase Agreement dated as of June 24, 2024 between the Company and accredited investors</a>
10.30 (21)	<a href="#">Engagement Agreement, dated as of June 24, 2024 between the Company and Madison Global Partners, LLC</a>
10.31 (21)	<a href="#">Stock Purchase Warrant issued to Madison Global Partners LLC dated June 27, 2024</a>
10.32 (23)**	<a href="#">Agreement dated August 26, 2024 between The Pipeline Group, Inc. and authID Inc.</a>
10.33 (22)	<a href="#">Letter Agreement between Erick Soto and authID Inc. dated September 10, 2024</a>
10.34 (22)	<a href="#">Executive Retention Agreement between Erick Soto and AuthID Inc. dated September 10, 2024</a>
10.35 (24)**	<a href="#">Form of Securities Purchase Agreement dated as of March 31, 2025 between the Company and accredited investors</a>
10.36 (24)	<a href="#">Form of Pre-Funded Warrant dated April 1, 2025</a>
10.37 (24)	<a href="#">Engagement Agreement dated as of March 12, 2025 between the Company and Madison Global Partners LLC</a>
10.38 (24)	<a href="#">Amendment to the Engagement Agreement dated as of March 26, 2025 between the Company and Madison Global Partners LLC</a>
10.39 (24)	<a href="#">Placement Agency Agreement between the Company and Dominari Securities LLC dated March 31, 2025</a>
10.40 (24)	<a href="#">Stock Purchase Warrant issued to Madison Global Partners LLC dated April 1, 2025</a>
10.41 (24)	<a href="#">Stock Purchase Warrant issued to Dominari Securities LLC dated April 1, 2025</a>
10.42 (25)	<a href="#">Form of Securities Purchase Agreement, dated as of May 6, 2025, between the Company and accredited investors</a>
10.43 (25)	<a href="#">Placement Agency Agreement between the Company and Dominari Securities LLC dated May 6, 2025</a>
10.44 (25)	<a href="#">Stock Purchase Warrant issued to Madison Global Partners, LLC dated May 7, 2025</a>
10.45 (25)	<a href="#">Stock Purchase Warrant issued to Dominari Securities LLC dated May 7, 2025</a>
10.46 (26)	<a href="#">Form of Director Appointment Letter</a>
10.47 (27)**	<a href="#">Agreement dated September 26, 2025 between The Pipeline Group, Inc. and authID Inc.</a>
10.48 (28)	<a href="#">Form of Securities Purchase Agreement, dated as of November 21, 2025, between the Company and accredited investors</a>
10.49 (28)	<a href="#">Form of Pre-Funded Warrant dated November 24, 2025</a>
10.50 (28)	<a href="#">Engagement Agreement dated as of November 20, 2025 between the Company and Madison Global Partners, LLC</a>
10.51 (28)	<a href="#">Placement Agency Agreement between the Company and Dominari Securities LLC dated November 21, 2025</a>
10.52 (28)	<a href="#">Stock Purchase Warrant issued to Madison Global Partners, LLC</a>
10.53 (28)	<a href="#">Stock Purchase Warrant issued to Dominari Securities LLC</a>
10.54 (28)	<a href="#">Stock Purchase Warrant issued to Madison Global Partners, LLC dated November 20, 2025</a>
10.55**	<a href="#">Agreement dated April 13, 2026 between The Pipeline Group, Inc. and authID Inc.</a>
10.56 (30)	<a href="#">Form of Securities Purchase Agreement dated April 29, 2026</a>
10.57 (30)	<a href="#">Form of Senior Secured Debenture</a>
10.58 (30)	<a href="#">Form of Stock Purchase Warrant</a>
10.59 (30)	<a href="#">Form Security Agreement dated April 29, 2026</a>
10.60 (30)	<a href="#">Form Registration Rights Agreement dated April 29, 2026</a>
14.1 (16)	<a href="#">Code of Ethics</a>
19 (23)	<a href="#">Insider Trading Policy</a>
21.1(29)	<a href="#">List of Subsidiaries</a>
31.1*	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act</a>
31.2*	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act</a>
32.1*	<a href="#">Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
97.1 (16)	<a href="#">Policy for the Recovery of Erroneously Awarded Compensation adopted October 6, 2023</a>
99.1 (20)	<a href="#">Policy on Granting Equity Awards</a>
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

\* Filed herewith

\*\* Certain confidential portions of this exhibit were omitted by means of marking such portions with asterisks because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed. A copy of any omitted portions will be furnished to the SEC upon request.

(1) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on March 23, 2021.

(2) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on June 15, 2021.

- (3) Incorporated by reference to the Form 10-Q Quarterly Report filed with the Securities Exchange Commission on May 4, 2018.
- (4) Incorporated by reference to the Form S-8 Registration Statement filed with the Securities Exchange Commission on February 1, 2022.
- (5) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on April 27, 2022.
- (6) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on July 19, 2022.
- (7) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on September 21, 2022.
- (8) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on March 10, 2023.
- (9) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on March 28, 2023.
- (10) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on April 18, 2023.
- (11) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on May 16, 2023.
- (12) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on May 26, 2023.
- (13) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on June 27, 2023.
- (14) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on August 3, 2023.
- (15) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on October 26, 2023.
- (16) Incorporated by reference to the Form 10-Q Quarterly Report filed with the Securities Exchange Commission on November 8, 2023.
- (17) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on November 27, 2023.
- (18) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on December 21, 2023.
- (19) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on March 26, 2024.
- (20) Incorporated by reference to the Form 10-Q Quarterly Report filed with the Securities Exchange Commission on May 15, 2024.
- (21) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on June 27, 2024.
- (22) Incorporated by reference to the Form 10-Q Quarterly Report filed with the Securities Exchange Commission on November 7, 2024.
- (23) Incorporated by reference to the Form 10-K Annual Report filed with the Securities Exchange Commission on March 13, 2025.
- (24) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on April 2, 2025.
- (25) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on May 7, 2025.
- (26) Incorporated by reference to the Form 10-Q Quarterly Report filed with the Securities Exchange Commission on August 14, 2025.
- (27) Incorporated by reference to the Form 10-Q Quarterly Report filed with the Securities Exchange Commission on November 12, 2025.
- (28) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on November 24, 2025.
- (29) Incorporated by reference to the Form 10-K Annual Report filed with the Securities Exchange Commission on March 31, 2026.
- (30) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on May 1, 2026.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**authID Inc.**

By: /s/ Rhoniel A. Daguro  
Rhoniel A. Daguro  
Chief Executive Officer  
(Principal Executive Officer)

By: /s/ Ed Sellitto  
Ed Sellitto  
Chief Financial Officer,  
(Principal Financial and Accounting Officer)

Dated: May 14, 2026



The Pipeline Group, LLC ("TPG")  
1625 The Alameda, Suite 402  
San Jose, CA 95126

**BANK DETAILS:**

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**TPG Order Form**

More effective engagement. **More pipeline.**

Prepared for:

authID Inc.  
Ed Sellitto, CFO  
1580 N. Logan St., Ste 660,  
Unit 51767  
Denver, Colorado 80203-1994

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The Pipeline Group, LLC  
Scott Wiesenfeld, Regional Sales  
Director-U.S.

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## **xDR as a Service**

### **1. Fully Managed Business Development Representatives (xDRs)**

- Full-Time Equivalent xDRs: Pipeline creation and efficient new business generation.
- Outbound calls, emails, social outreach, scheduled meetings, sends calendar invites and attend discovery calls.
  - Certified in client messaging, TPG technology, and TPG best practices.
- Maintain anticipated activity metrics for the appropriate by xDR Type and Total Addressable Marketing (TAM).

### **2. xDR Support**

- Full-time support for xDRs during breaks, PTO, and sick days.
  - Backup for performance and unanticipated issues.

### **xDR Management & Training Deliverables**

#### **3. xDR Manager**

- Weekly reviews of reports and dashboards.
- Identify areas for soft skill improvements.

#### **4. Cold Calling Optimization Training**

- Role-play sessions with updated conversation guides.
- Objection-handling techniques. Call blitz campaigns to boost team performance.

#### **5. xDR Advisory Services & Benchmarking**

- Semi-quarterly executive reviews comparing xDR activities with industry benchmarks.
  - Continuous updates on trends, tactics, and tools.

#### **6. Meeting Hand-off Training**

- Align systems and ensure smooth handoffs from xDRs to sales teams.
- All xDRs are trained on TPG-guided selling best practices to ensure the pipeline progresses

### **TPG Technologies™ Support & Configuration**

#### **7. TPG Technologies Configuration & Support**

- First-line support for automated dialing technology, with email and social integration.
  - Ongoing system maintenance and escalation as needed.

### **Ideal Customer Profile (ICP) Services**

#### **8. ICP Data Classification**

- Categorize Salesforce data by industry, employee size, and revenue.
  - Define ICP criteria and create a detailed ICP document.

#### **9. Outbound List Building**

- Segment Salesforce data and 3rd-party leads for outbound calls.
  - Build high-propensity account lists based on ICP.

### **Conversation Guide Content Curation**

#### **10. Content Review**

- Audit sales, marketing, and product content (e.g., personas, objections, use cases).
  - Develop an initial Conversation Guide (CG).

### **11. Conversation Guide Updates**

- Create checklists and integrate feedback from sales teams.
- Maintain and refine the guide throughout the project.

### **12. Conversation Guide Administration**

- Weekly updates with best practices for personas, objections, and qualification criteria.
- Train sales teams on new guide content.

### **Email & Social Content Curation**

#### **13. Custom Email & Social Messages**

- Create and optimize email/social templates for prospecting and follow-ups.
- TPG AI Content Co-Pilot creates high-value first-draft emails that can be personalized and authentic.

### **Data Services**

#### **14. Data Enrichment & Custom List Building**

- Enrich and append data from marketing activities (e.g., webinars, trade shows).
- Custom list building to find new ICP-matched data - up to 1,000 records per xDR per month.

### **Sales Development Support**

#### **15. Network Operations Center**

- Real-time monitoring of activity metrics and results.
- Issue identification, resolution, and support for xDR messaging and call lists.

### **xDR Team Control Books and Predictable Pipeline Reporting**

#### **16. Predictive Pipeline Development (PPD) Reporting**

- Maintain PPD reporting in CRM with weekly data reviews.
- Ensure process compliance and deliver executive-level reporting.

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### **Technology Package**

**TPG Technologies™** The world's most advanced parallel dialing technology, offers four hybrid modes: Manual, Click-to-Call, AI, and Agent-Assisted Dialing. Enable xDRs to send timely, personalized messages across text, email, and social platforms.

**TPG Task & Activity Outcome Package** automates lead status updates based on activity outcomes, streamlining a closed-loop calling process.

**TPG Exception Reporting** ensures all leads are resolved by identifying gaps in follow-up activities.

**TPG Meeting Influence Tracking** monitors meetings via TPG Fuel Lines, linking xDR activities to marketing channels and campaigns.

**TPG Account Matcher** connects leads to accounts using email or domain data while suppressing customers, open opportunities, partners, and competitors.

**TPG Control Book & Predictable Pipeline Reporting** tracks key waterfall metrics, pipeline growth, and automated proactive KPI Alerting.

**TPG LinkedIn Sales Navigator** empowers xDRs to research and engage prospects, fostering meaningful relationships.

**TPG AI Content Co-Pilot** provides tailored prompts to craft high-value emails and messages for executives and target personas.

## **Project Assumptions**

### **Customer Responsibilities**

Customer acknowledges that TPG's ability to perform the Services, including meeting timelines and anticipated results is expressly conditioned upon Customer's timely, accurate, and complete performance of the Customer Responsibilities set forth herein "Customer Responsibilities"). Customer's failure to comply with these Customer Responsibilities shall relieve TPG of any related performance obligations to the extent impacted and shall not constitute a breach of this Order Form or Agreement by TPG. Customer agrees to:

#### Provide Content and Direction

Provide timely, accurate, and complete access to all sales, marketing, product, and positioning content reasonably required by TPG to perform the Services, including messaging guidelines, branding requirements, compliance constraints, and target audience definitions. The Services are designed and priced based on Customer-provided project assumptions in effect as of the start date of the Order Form, including without limitation Customer's ICP, target account lists, TAM, target industries, ACV, geographies, personas, and the allocation between inbound and outbound motion. Customer shall promptly notify TPG in writing (email) of any material change to the foregoing assumptions, including but not limited to: (i) changes to ICP or target personas; (ii) shifts in priority between inbound and outbound activities; (iii) expansion, contraction, or redefinition of TAM; or (iv) changes to ACV thresholds, qualification criteria, or deal sizing methodology as these changes may materially impact the Services.

#### System Access and Data Availability

TPG provides an Opportunity Progression & Alerting Package ("OPAP") to support objective visibility into pipeline activity and to facilitate effective delivery of the Services. Customer acknowledges that OPAP functionality and TPG's performance of the Services require Customer to provide timely, continuous, and appropriately permissioned access to Customer's CRM, marketing automation platforms, and any other systems reasonably necessary for service delivery, including for activity alignment, results logging, reporting, and tracking pipeline metrics (including meetings, opportunities, next steps, deal stages, and associated values). Customer is solely responsible for the accuracy, completeness, configuration, and ongoing availability of such systems and data, and TPG shall have no responsibility or liability for errors, inaccuracies, omissions, or service impacts arising from Customer systems, integrations, or data.

#### Email and Calendar Access

Provide designated xDR personnel with timely access to Customer-approved company email accounts and relevant sales team calendars, with appropriate permissions, to enable outreach, scheduling, and coordination of meetings. Customer acknowledges that delays or limitations in granting or maintaining such access may materially impact the Services.

#### Timeliness and Cooperation

Respond promptly and professionally to TPG requests for information, approvals, feedback, or decisions necessary to perform the Services and Customer acknowledges that delays in response or failure to provide required approvals may result in delays, reduced effectiveness, or suspension of the Services.

## Compliance and Authorized Use

Ensure that all Customer systems, data, instructions, and use cases comply with applicable laws, including data protection, privacy, and marketing regulations. Customer is responsible for ensuring that outreach conducted on its behalf and for any required consents complies with Customer's internal policies and applicable legal requirements.

Customer further understands and agrees that TPG shall not be responsible for missed deadlines, reduced performance, reporting gaps, or failure to achieve anticipated outcomes to the extent caused by Customer's failure to meet its Customer responsibilities; TPG may reasonably adjust timelines, suspend Services, or continue billing in accordance with the applicable Order Form if such failure materially impairs performance; any performance targets or anticipated deliverables shall be deemed waived or equitably adjusted to the extent impacted by Customer's non-performance; the Services are provided on a headcount-equivalent model, and not on performance-based basis any Fees payable under this Agreement and any applicable Order Form are based on the allocation of personnel, time, and resources, and are earned as Services are performed, regardless of any particular outcome or business objective; Customer shall not withhold payment, be entitled to fee reductions, credits, or refunds, or assert failure of consideration based on dissatisfaction with results or perceived performance shortfalls; TPG uses commercially reasonable industry standards in delivering the Services but does not guarantee specific outcomes, results, or business metrics; and the effectiveness and results of the Services depend on numerous factors outside of TPG's control, including without limitation Customer's product, pricing, market conditions, brand recognition, competitive landscape, data quality, system configuration, messaging approvals, compliance constraints, responsiveness, and the timely performance of Customer Responsibilities.

## **Included Services**

TPG Technology Package

CRM license fees for xDRs using The Pipeline Group Salesforce.com system.

Access to 28+ data sources and up to 1,000 human-verified records per xDR per month (e.g., a team of four xDRs receives up to 4,000 records monthly).

## **Excluded Costs**

Travel expenses.

CRM License for Customer Org.

Custom or CRM code development.

## **xDR Types & Regions**

- [\*\*] Strategic US

## **Presumed ACV/ASP Value**

- Strategic ACV/ASP \$[\*\*]

## **Anticipated Results (Per xDR)**

- **Month 1:** [\*\*]
- **Month 2:** [\*\*]
- **Month 3:** [\*\*]

**Sustain:** [\*\*].

*Results may be lower in November and December due to the holiday season.*

## Definitions

The “**Handoff**”/SAL/SQL/**Opportunity**: A next step agreed upon by the prospect and salesperson, scheduled within 30–45 days (e.g., discovery calls, demos, or pricing discussions).

## TAM Constraints

The customer will provide a sufficient Total Addressable Market (TAM), including accounts and contacts, to enable xDRs to achieve their objectives.

If the TAM is limited, success criteria may be mutually adjusted to ensure objectives and results remain attainable.

## Terms and Conditions

This Order Form and any future Order Form, Statement of Work, (“SOW”) or Addendum agreed to by TPG and authID Inc. (“Customer”) (collectively, the “Parties”) is governed by the Master Services Agreement (“Agreement”) located at: <https://www.thepipelinegroup.io/master-services-agreement>. Customer acknowledges and agrees that the Agreement sets forth the governing terms for all purchases and services provided by TPG to Customer as of the start date of Services listed in this Order Form. The Agreement available at the link above constitutes a binding contract between the Parties. TPG may modify, amend, or update the Agreement without prior individual notice to Customer and the current version of the Agreement supersedes all previous versions. TPG will post the most recent version of the Agreement at the link above with a revised “Last Modified” date and the revised Agreement shall be effective upon posting. Unless otherwise provided herein, all capitalized terms will have the meanings ascribed to them in the Agreement.

<b>Start Date</b>	<b>End Date</b>	<b>Terms</b>	<b>Price</b>
6/7/2026	6/6/2027	<p><b>Term.</b> This Order Form shall have a total term of twelve (12) months commencing on the start date and finishing on the end date unless early terminated pursuant to this Order Form or the Agreement. This Order form supersedes and replaces all previous agreements among the Parties.</p> <p><b>Term Extension.</b> The Term will automatically renew for successive renewal terms equal in length to the original Term (each, a “Renewal Term”) unless either Party provides written notice of its intent not to extend to the other Party by April 6, 2027 (“Extension Date”). If such notice is timely provided on or before the Extension Date, this Order Form will terminate at the end of the then-current Term or Renewal Term. Written notice of intent to not extend must be sent to <a href="mailto:optout@thepipelinegroup.io">optout@thepipelinegroup.io</a>.</p> <p><b>TPG Data &amp; Technology.</b> TPG Data and Technology are included during the Term and Renewal Term. Customer acknowledges and agrees that TPG retains all right, title, and interest in and to the Technology (For this Agreement and Order Form Technology shall mean all technology, materials, tools, and intellectual property provided, made available, or used by TPG in connection with the Services, and all derivatives, enhancements, modifications, improvements, and adaptations thereof, whether created before, during, or after the Term/Renewal Term and includes without limitation all intellectual property and proprietary rights therein, including issued patents and pending patent applications including provisional, non-provisional, continuations, continuations-in-part, divisionals, reissues, reexaminations, and foreign counterparts, copyrights, trademarks, service marks, mask works, and other similar rights, whether registered or unregistered, and whether owned or licensed by TPG as well as all Data (as defined in the Agreement) provided hereunder, and that all such Technology is protected by applicable IP laws. Nothing in this Order Form shall be construed to transfer ownership of any Technology or Data to Customer and Customer’s use of the Technology is limited to a revocable, non-exclusive, non-transferable, non-sublicensable license solely for Customer’s internal business purposes during the Term/Renewal Term and only in connection with the Services as specified in this Order Form. Any violation of these restrictions shall constitute a material breach of this Order Form. In the event of any conflict between this Order Form and the Agreement, this Order Form shall control with respect to intellectual property ownership, Technology and protection of TPG’s proprietary rights.</p>	<p>The Pipeline Group Main Products and Services 1-16</p> <p>PE/VC Partner Price: \$[**] xDR / Data Services / Automated Dialing Technology Mo.</p> <p>See Payment Schedule, Exhibit A</p>

**Hiring /Placement Fee.** If Customer wishes to hire an assigned TPG xDR in a full-time capacity during the Term/Renewal Term of this Order Form or Agreement or within (1) year following termination of this Order Form or Agreement, Customer shall deliver to TPG written notice thereof at least sixty (60) days before the intended hiring date and agrees to the fee as listed below. If the xDR is hired within the Term/Renewal Term; the final thirty (30) days of the notice period shall serve as a professional transition period during which the xDR will continue to work with TPG. Upon the acceptance of a job offer by an xDR to be employed or engaged by Customer in a sales, marketing, revenue-generating, demand-generation, or substantially similar role, Customer shall pay TPG a non-refundable recruiting fee equal to one (1) month of the then-current fees payable by Customer for such xDR under this Order Form for each xDR hired and such fee shall be due and payable within ten (10) days of acceptance of such job offer.

If any existing or former TPG manager, member of the management team, executive or comparable role is hired by Customer during the Term/Renewal Term or within one (1) year following termination of this Order Form or Agreement, upon formal acceptance of a job offer by the individual, Customer shall pay TPG a non-refundable placement fee [\*\*] per individual hired within ten (10) days of such job offer.

Payment of any hiring or recruiting fee, as described above, is not a penalty, but rather TPG's and Customer's reasonable estimate of the costs incurred by TPG if required to replace personnel hired by Customer, such as interviews, training and lost revenue during the time period it takes to replace the TPG personnel hired by Customer.

**Late Payments.** If any payment to TPG is not made within fifteen (15) days of its due date, interest shall accrue on the overdue amount, from the date overdue until the date paid, at the overdue rate of 1.5% per month. The defaulting party will also be responsible for all costs and attorney's fees incurred in enforcing this agreement.

**Modification to Services:** Notwithstanding any conflicting or omitted clauses or terms or conditions contained in any Order Form, Addendum, exhibit, or any other agreement, document, instrument, or communication between the Parties, the Parties expressly agree that the terms set forth in this section “Modification to Services” of this Order Form shall control and take precedence over any such conflicting or omitted terms. The Parties agree that the Customer shall be allowed to increase or decrease the Services according to the below notification schedule by providing TPG with prior written notice via email to [optout@thepipelinegroup.io](mailto:optout@thepipelinegroup.io):

1. Increase or decrease of one (1) xDR requires Customer to provide thirty (30) days’ prior written notice to TPG.
2. Increase or decrease of two (2) xDRs requires Customer to provide sixty (60) days’ prior written notice to TPG.
3. Increase or decrease of between three (3) and ten (10) xDRs requires Customer to provide ninety (90) days’ prior written notice to TPG.
4. Increase or decrease of more than ten (10) xDRs will require TPG to provide separate express written approval of such increase or decrease.
5. Customer agrees that it can only decrease a maximum of ten (10) xDRs per any six (6) month rolling period.
6. Minimum Commitment: Customer agrees to a minimum commitment of one (1) xDR for the duration of the Term or Renewal Term.

The effective date of any such modification according to the above notification schedule shall be thirty (30) days after TPG receives written notice from Customer. Any increase in Services shall be subject to TPG’s resource availability and capability but TPG agrees to provide commercially reasonable efforts to meet any of Customer’s increased needs. This increase or decrease in Services will be subject to any price changes as mutually agreed to by the Parties (email to suffice).

For clarity, the Parties expressly agree that in the event of any inconsistency, ambiguity, or conflict between the provisions of this Section in this Order Form and any other agreement, document, instrument, or communication between the parties, the provisions in this Section of this Order Form shall prevail.

**Payments**

Project Scope: Main Tasks 1-16  
Option to add additional xDR as a Service pursuant to the terms as listed above.

**Terms**

Monthly Price: \$13,500  
First Payment Due  
June 7, 2026

Monthly payments are due on the 7th day of every month.

Please make all checks or wire transfers payable to The Pipeline Group, Inc.

**Signatories**

**authID Inc.**

Signed /s/ Ed Sellitto

Name Ed Sellitto

Title CFO

Date 4/13/2026

**The Pipeline Group, LLC**

Signed /s/ Scott Wiesenfeld

Name Scott Wiesenfeld

Title Regional Director of Sales

Date 4/14/2026

The information contained in this Order Form is confidential information.

**Exhibit A**

**Payment Schedule**

<b>Subscription Period</b>	<b>June 7, 2026 – June 6, 2027</b>
<b>Term Length</b>	12 (months)
<b>Monthly Per xDR Price (List)</b>	\$[**]
<b>Monthly Per xDR Price (Discount)</b>	[**]
<b>Monthly Price</b>	\$13,500
<b>Agreement Price</b>	\$162,000

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**Service Periods**

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June 7, 2026 - July 6, 2026	\$ 13,500
July 7, 2026 - August 6, 2026	\$ 13,500
August 7, 2026 - September 6, 2026	\$ 13,500
September 7, 2026 - October 6, 2026	\$ 13,500
October 7, 2026 - November 6, 2026	\$ 13,500
November 7, 2026 - December 6, 2026	\$ 13,500
December 7, 2026 - January 6, 2027	\$ 13,500
January 7, 2027 - February 6, 2027	\$ 13,500
February 7, 2027 - March 6, 2027	\$ 13,500
March 7, 2027 - April 6, 2027	\$ 13,500
April 7, 2027 - May 6, 2027	\$ 13,500
May 7, 2027 - June 6, 2027	\$ 13,500

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF 2002**

I, Rhoniel A. Daguro, Chief Executive Officer certify that:

1. I have reviewed this quarterly report on Form 10-Q of authID Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant) and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal year that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal controls over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial data information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: May 14, 2026

/s/ Rhoniel A. Daguro  
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Rhoniel A. Daguro  
Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL AND ACCOUNTING OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF 2002**

I, Edward Sellitto, Chief Financial Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of authID Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant) and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal year that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal controls over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial data information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: May 14, 2026

/s/ Ed Sellitto

Ed Sellitto

Chief Financial Officer

(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of authID Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission (the "Report"), We, Rhoniel A. Daguro, Chief Executive Officer of the Company, and, Edward Sellitto, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. SS. 1350, as adopted pursuant to SS. 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

May 14, 2026

/s/ Rhoniel A. Daguro

Rhoniel A. Daguro  
Chief Executive Officer  
(Principal Executive Officer)

May 14, 2026

/s/ Ed Sellitto

Ed Sellitto, Chief Financial Officer  
(Principal Financial and Accounting Officer)